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10 Attorneys for Plaintiff, U.S. Bank Trust, N.A.,
11 as Trustee for LSF8 Master Participation Trust

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 U.S. BANK TRUST, N.A., AS TRUSTEE FOR
11 LSF8 MASTER PARTICIPATION TRUST,

12 Plaintiff,

13 vs.

14
15 SUNRISE VILLAS CONDOMINIUM
16 HOMEOWNERS ASSOCIATION, a domestic
17 non-profit coop corporation without stock; ;
18 DOES I-X inclusive; and ROE Corporations I-X
19 inclusive,

20 Defendants.

Case No.: 3:18-cv-00480-HDM-CBC

STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE

21 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, U.S. Bank
22 National Association as Trustee for LSF8 Master Participation Trust (“Plaintiff” or “U.S.
23 Bank”), through its counsel of record, Robert A. Riether, Esq. and Rock K. Jung, Esq., of the
24 law firm Wright, Finlay & Zak, LLP, and Defendant Sunrise Villas Condominium Homeowners
25 Association (hereinafter “Association”), through its counsel of record Gayle A. Kern, Esq. and
26 Karen M. Ayarbe, Esq. of the law firm of Leach Kern Gruchow Anderson Song (collectively, the
27 “Parties”), for dismissal of this action as follows:
28

- 1 1. This action concerns title to real property commonly known as 1008 Baywood Drive,
2 #C, Sparks, Nevada 89434 (“Property”) following a homeowner’s association NRS
3 Chapter 116 foreclosure sale conducted on August 23, 2010, with respect to the
4 Property.
- 5 2. As it relates to the Parties, a dispute arose regarding that certain Deed of Trust
6 recorded against the Property on or about August 1, 2007, in the Official Records of
7 Washoe County, Nevada as Washoe County Recorder’s Office No. 3561093 (“Deed
8 of Trust”), and in particular, whether the Deed of Trust continued to encumber the
9 Property.
- 10 3. This Stipulation and Order for Dismissal with Prejudice is the result of a compromise
11 resolution of this action and shall not constitute or be construed as an admission of
12 the facts or legal conclusions at issue in this action.
- 13 4. The Parties have resolved all of their claims and disputes, and stipulate and agree to
14 the dismissal of all claims between them with prejudice, with each party to bear its
15 own costs and attorneys’ fees.

16 **IT IS SO STIPULATED.**

17
18 Dated this 5th day of August, 2019

19 WRIGHT, FINLAY & ZAK, LLP

20 /s/ Rock K. Jung, Esq.

21 Robert A. Riether, Esq.

22 Nevada Bar No. 12076

23 Rock K. Jung, Esq.

24 Nevada Bar No. 10906

25 7785 W. Sahara Ave., Suite 200

26 Las Vegas, Nevada 89117

27 Attorneys for Plaintiff, U.S. Bank Trust,

28 N.A., as Trustee for LSF8 Master

Participation Trust

Dated this 5th day of August, 2019

LEACH KERN GRUCHOW ANDERSON
SONG.

/s/ Karen M. Ayarbe, Esq.

Gayle A. Kern, Esq.

Nevada Bar No. 1620

Karen M. Ayarbe, Esq.

Nevada Bar No. 3358

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Attorneys for Sunrise Villas Condominium

Homeowners Association

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IT IS HEREBY ORDERED that any and all remaining claims between the parties are dismissed ***with prejudice***, with each party to bear its own attorney's fees and costs.

Howard D McKibben

DATED: August 8, 2019